

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Bky No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

**NOTICE OF HEARING AND EXPEDITED MOTION
FOR APPROVAL OF SETTLEMENT AGREEMENT**

TO: DEBTOR AND OTHER ENTITIES SPECIFIED IN LOCAL RULE 9013-3.

1. Plaintiff Randall L. Seaver, the Chapter 7 Trustee (the “Trustee”) in the above-captioned Bankruptcy Case, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this motion on September 16, 2010 at 9:30 a.m. before the Honorable Robert Kressel in Courtroom No. 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota, or as soon thereafter as counsel can be heard.

3. As this Motion is brought on an expedited basis, any response to this Motion must be filed and served by delivery as soon as possible and suggestion is made that a response should be filed at least twenty-four (24) hours prior to the hearing. **UNLESS A RESPONSE IS TIMELY SERVED AND FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

5. This motion arises under Fed. R. Bankr. P. 2002(a)(3) and Fed. R. Bankr. P. 8001(c)(1) (“Voluntary dismissal [of Appeal]; Before docketing”). This motion is filed under

Fed. R. Bankr. P. 9013, and Local Rules 9013-1. The Trustee seeks approval of an Addendum to the Settlement Agreement that was previously approved by this Court. The Addendum to the Settlement Agreement is attached hereto as Exhibit A.

BACKGROUND

I. THE PSA AGREEMENT

6. On or about April 16, 2009, Twin Cities Automotive, LLC (“TCA”) and Inver Grove Motors, LLC, d/b/a Denny Hecker’s Inver Grove Toyota (the “Seller”) entered into a Purchase Agreement (the “Purchase Agreement”) pursuant to which TCA was to acquire all or substantially all of the assets of the Toyota automobile dealership owned by Seller and operated out of a location in Inver Grove Heights, Minnesota.

7. In connection with the Purchase Agreement, the Debtor and TCA entered into a Personal Services Agreement (the “PSA”) which provided for, among other things, payments to the Debtor in 48 equal monthly installments of \$20,833.33 each, commencing as of the date of the closing of the Purchase Agreement.

8. Toyota Motor Sales USA (“TMS”) and its affiliates held certain rights of first refusal with respect to the sale of all or a substantial portion of the assets comprising Seller’s dealership operations and real property upon which it was operated. TMS exercised its right of first refusal and thereafter assigned its interest in the Purchase Agreement to Stephen J. McDaniels, who subsequently assigned his rights therein to Midwest Motors, LLC (“Midwest Motors”). Pursuant to the assignment, Midwest Motors assumed all of the rights and obligations under the PSA.

II. THE BANKRUPTCY AND INTERIM STIPULATION

9. Prior to the closing of the Purchase Agreement between Seller and Midwest Motors, on June 4, 2009, Hecker filed his petition for voluntary relief under Chapter 7 of the

Bankruptcy Code.

10. Pursuant to a settlement including the Trustee and interested parties, it was agreed that the sale could proceed, with all parties reserving their rights as to the PSA. It was further agreed that payments made pursuant to the PSA be held in trust by the Trustee pending further order of this Court. The purchase of the properties and the dealership assets were approved by this Court pursuant to an Order dated June 18, 2009, which approved the settlement agreement between the Trustee, Seller, Midwest, the Debtor, and other parties.

III. THE PSA DISPUTE

11. On September 29, 2009, the Trustee commenced the PSA Dispute seeking a determination, among other things, of the respective rights and interests of the Debtor, Trustee, Seller and Defendant Parties in and to amounts payable under the PSA. The Trustee's Adversary Complaint further seeks surcharge of the proceeds pursuant to 11 U.S.C. § 506(c), in recognition of the Trustee's preservation of amounts payable under the PSA for the benefit of creditors.

12. In the PSA Dispute, Hecker, Chrysler Financial Services Americas LLC ("Chrysler"), Toyota Financial Savings Bank ("TFSB"), and Toyota Motor Credit Corporation ("TMCC") have each claimed rights and interests in and to the amounts payable under the PSA. The Trustee, Chrysler, TMCC, and TFSB have further claimed that amounts payable under the PSA were disguised purchase consideration and constitute an attempted diversion to Hecker of the proceeds of the Seller's assets and the related real property and improvements thereon sold by JH110 and JH Akron to LKMCD Poperties, LLC ("LKMCD").

13. Midwest Motors, in turn, has asserted that it was entitled to cancel the PSA, to seek return of amounts paid by Midwest Motors into escrow with the Trustee, and further sought an Order terminating Midwest Motors' obligations under the PSA and the cessation of any rights and obligations of Midwest Motors under the PSA to Hecker or any third party.

IV. SETTLEMENT OF PSA DISPUTE

14. During the litigation of the PSA Dispute, Midwest Motors agreed to pay the sum of \$500,000 in full satisfaction of any and all obligations which Midwest Motors and/or LKMCD may have had to any party, including Hecker, under the PSA (the “Settlement Agreement”).¹ Under the Settlement Agreement, the Trustee is entitled to retain the sum of \$65,000 out of the funds currently held in trust for the benefit of the bankruptcy estate. Remaining proceeds are to be divided among the Defendant Parties as specified in the Settlement Agreement.

15. In addition, a \$100,000 promissory note in favor of Midwest Motors was to be cancelled and returned to Hecker, and Midwest Motors was to deliver to the Debtor free and clear title to a 2007 Toyota Tundra pickup truck.

V. MOTIONS FOR SUMMARY JUDGMENT AND TO APPROVE SETTLEMENT

16. On June 28, 2010, the Trustee, Midwest Motors, Chrysler, TMCC and TFSB, filed motions for summary judgment and to approve the Settlement Agreement entered into by the parties, excluding Hecker. [See ADV. NO. 09-5045, DOCKET NOS. 76, 77.]

17. Hecker opposed those motions on various grounds.

18. After a hearing on the motions for summary judgment, this Court issued an Order granting the motions, which resulted in dismissal of Hecker’s claims and approval of the Settlement Agreement. Judgment was entered on July 20, 2010.

VI. APPEAL

19. On August 3, 2010, Hecker filed a Notice of Appeal, seeking review with the District Court of the Bankruptcy Court’s Judgment of Dismissal in this matter.

¹ The Settlement Agreement was filed with the Court in the Adversary Proceeding, Adv. No. 09-5045, as Exhibit J to the Affidavit of Andrew Mortazka. (See DOCKET NO. 76.)

VII. SETTLEMENT OF APPEAL

20. After the filing of the Appeal, Hecker agreed to dismiss the appeal in exchange for, among other things, payment of \$30,000 from TFSB, as specifically outlined in the Addendum to the Settlement Agreement (Exhibit A). In addition to the payment, the parties agree to refrain from execution upon Hecker for 10 days after the entry of an Order approving the settlement and the filing of a stipulation for dismissal the appeal by Hecker.

VIII. OTHER MATERIAL PROVISIONS

21. The Settlement Agreement is contingent upon Bankruptcy Court approval. In the event that the Court does not approve this settlement, Hecker will not file a dismissal of the appeal and the appeal will continue in the ordinary course.

22. The Trustee believes that the settlement is in the best interest of creditors of this estate.

23. Expedited relief is required as the Addendum has a sunset provision of September 20, 2010 and there exists pending deadlines related to the Appeal.

24. The Trustee gives notice that he may testify at the hearing of this matter.

WHEREFORE, the Trustee requests an Order of the Court:

1. Granting the Trustee's motion for approval of the Addendum to the Settlement Agreement.

2. For such other and further relief as may be just and equitable under the circumstances of this case.

**LEONARD, O'BRIEN
SPENCER, GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: September 10, 2010

By: _____

Matthew R. Burton (#210018)

James M. Jorissen (#262833)

100 South Fifth Street, Suite 2500

Minneapolis, MN 55402

(612) 332-1030

**ATTORNEYS FOR TRUSTEE
RANDALL L. SEAVER**

427494

VERIFICATION

I, Randall L. Seaver, Trustee, the moving party named in the foregoing notice of hearing and motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Dated: September 10, 2010

/s/ Randall L. Seaver

Randall L. Seaver, Trustee

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum to Settlement Agreement is entered into on August 30, 2010, among and between Dennis E. Hecker ("Hecker"); Randall Seaver, Chapter 7 Trustee ("Trustee"); Midwest Motors, LLC ("Midwest Motors"); LKMCD Properties, LLC ("LKMCD"); Chrysler Financial Services Americas, LLC ("Chrysler"); Toyota Motor Credit Corporation ("TMCC"); Toyota Financial Savings Bank ("TFSB"); Inver Grove Motors, LLC, d/b/a Denny Hecker's Inver Grove Toyota ("Seller"); Jacob Holdings of Highway 110 LLC ("JH110") and Jacob Holdings of Akron Avenue LLC ("JH Akron") (collectively, the "Settling Parties").

RECITALS

WHEREAS, Hecker is currently the debtor in a chapter 7 bankruptcy case known as In re Dennis E. Hecker currently pending in the United States Bankruptcy Court for the District of Minnesota as Bky. No. 09-50779 (the "Case").

WHEREAS, Trustee, Midwest Motors, LKMCD, Chrysler, TMCC, TFSB, Seller, JH 110, and JH Akron entered into a settlement agreement on May 24, 2010 (the "Settlement Agreement"), and subsequently sought approval of the Settlement Agreement from the Bankruptcy Court in the Case.

WHEREAS, Hecker objected to approval of the Settlement Agreement.

WHEREAS, the Bankruptcy Court authorized the Trustee to enter into the Settlement Agreement on June 16, 2010 ("Settlement Order"), over Hecker's objection.

WHEREAS, on June 28, 2010, the Trustee, Midwest Motors, Chrysler, TMCC and TFSB, filed in Adv. No. 09-5045 (the "PSA Action") and Adv. No. 10-05015 (the "Interpleader Action") motions for default judgment, summary judgment, and to approve the Settlement Agreement entered into by the parties (the "Motions"), excluding Hecker.

WHEREAS, the Bankruptcy Court granted the Motions and Judgment was entered in the PSA Action and the Interpleader Action on July 20, 2010 (the "Judgment").

WHEREAS, pursuant to the Judgment, Midwest Motors remitted to Mackall, Crounse & Moore, PLC, the funds due under the Settlement Agreement.

WHEREAS, pursuant to the Judgment, Midwest Motors delivered title to a 2007 Toyota Tundra, VIN 5TBDV58187S458 ("Toyota Tundra") to Hecker.

WHEREAS, Hecker appealed the Judgment in the PSA Action on August 3, 2010 (the "Appeal").

WHEREAS, the Settling Parties have stipulated to dismiss the Appeal provided the conditions set forth in this Addendum to Settlement Agreement are met.

NOW THEREFORE, in consideration of the foregoing, the parties have agreed to the following additional conditions to the Settlement Agreement:

AGREEMENT

A. Settlement Agreement

1. Unless otherwise qualified or modified in this Addendum to Settlement Agreement, all terms and conditions of the Settlement Agreement remain enforceable and are in addition to any terms or conditions in this Addendum to Settlement Agreement.

2. By entering into this Addendum to Settlement Agreement, Hecker agrees to be bound by the terms and conditions of the Settlement Agreement as if he were a party thereto.

3. This Addendum to Settlement Agreement is contingent upon (i) the Bankruptcy Court's approval of entry into the Addendum by the Trustee (the "Approval Order") and (ii) the dismissal of the Appeal.

B. Payment

1. Upon execution of this Addendum to Settlement Agreement, TFSB agrees to immediately wire \$30,000 (the "Addendum Funds") to the trust account of John R. Neve, attorney for Hecker.

2. TFSB's obligation to remit the Addendum Funds in this Addendum to Settlement Agreement does not lessen or otherwise modify TFSB's, or any other party's, obligations under the Settlement Agreement.

3. Following deposit in the trust account of John R. Neve, the Addendum Funds shall not be disbursed until after both (i) entry of the Approval Order and (ii) dismissal of the Appeal.

4. In no event shall Hecker, or any designee of Hecker other than John R. Neve, receive more than \$15,000 from the Addendum Funds.

5. In the event this Addendum to Settlement Agreement is rejected by the United States Bankruptcy Court, District of Minnesota, or the United States District Court, District of Minnesota, then the Addendum Funds shall be immediately returned to TFSB.

6. In the event that the Approval Order has not been entered on or before September 20, 2010, then TFSB at its sole and absolute discretion may request that the Addendum Funds be returned to TFSB and, following such request in writing to John Neve, such funds shall be immediately returned to TFSB.

C. Stay of Execution

1. For the period from the date of the execution of this Addendum to Settlement Agreement and ending 10 days after entry of the Approval Order, all of the Settling Parties agree to forbear from (i) levying on or garnishing the Addendum Funds and (ii) repossessing the Toyota Tundra.

2. The Settling Parties' agreement to forbear under paragraph C.1. of this Addendum to Settlement Agreement is strictly limited to this Addendum to Settlement Agreement for the period provided for herein and in no way modifies or precludes any other rights or remedies the Settling Parties may have against Hecker or property of Hecker.

D. Hecker Release

1. In exchange for the payments received herein and under the Settlement Agreement, Hecker hereby releases the other Settling Parties, their predecessors, successors and assigns, along with the current and former officers, directors, shareholders, members, employees, agents, representatives, parent corporations, subsidiaries and affiliates from any and all claims, counterclaims, actions, losses, damages, costs and expenses (including attorneys' fees) or otherwise that have been or should have been raised in and to the PSA Action, the \$100,000 loan made by LKMCD to Hecker, the Toyota Tundra to be transferred to Hecker by Midwest Motors pursuant to the Settlement Agreement, the Interpleader Action, or any and all rights Hecker may have in the funds subject to the Interpleader Action, or that Hecker may have against Midwest Motors, LKMCD or their respective officers, directors, shareholders and members related to the original breaches allegedly giving rise to the PSA Dispute or the Interpleader Action.

E. General

1. As soon as reasonably practicable, the Trustee shall file a motion seeking the Approval Order.

2. As soon as reasonably practicable following entry of the Approval Order, Hecker shall cause the Appeal to be dismissed with prejudice.

3. This Agreement shall be governed by the laws of Minnesota and any applicable provisions of Title 11 of the United States Code. The Court in which Debtor's bankruptcy case is pending shall retain jurisdiction over enforcement and interpretation of this Agreement.

4. This Agreement may be executed in any number of counterparts.

AGREED AND ACCEPTED:

CHRYSLER FINANCIAL SERVICES
AMERICAS LLC

Dated: August , 2010

By 

Janet B. Toronski

Its: V.P. Dealer Credit/Int'l Accts

MIDWEST MOTORS, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

LKMCD PROPERTIES, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

TOYOTA MOTOR CREDIT CORPORATION

Dated: August , 2010

By _____

Its: _____

TOYOTA FINANCIAL SERVICES BANK

Dated: August , 2010

By _____

Its: _____

Dated: August , 2010

Randall L. Seaver, Trustee

EXHIBIT A

AGREED AND ACCEPTED:

CHRYSLER FINANCIAL SERVICES
AMERICAS LLC

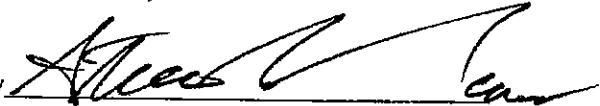
Dated: August , 2010

By _____

Its: _____


MIDWEST MOTORS, LLC

Dated: August , 2010

By 
Stephen J. McDaniels
Its: Chief Manager

LKMCD PROPERTIES, LLC

Dated: August , 2010

By 
Stephen J. McDaniels
Its: Chief Manager

TOYOTA MOTOR CREDIT CORPORATION

Dated: August , 2010

By _____

Its: _____

TOYOTA FINANCIAL SAVINGS BANK

Dated: August , 2010

By _____

Its: _____

Dated: August , 2010

Randall L. Seaver, Trustee

AGREED AND ACCEPTED:

CHRYSLER FINANCIAL SERVICES
AMERICAS LLC

Dated: August, 2010

By _____
Its: _____

MIDWEST MOTORS, LLC

Dated: August, 2010

By _____
Stephen J. McDaniels
Its: Chief Manager

LKMCD PROPERTIES, LLC

Dated: August, 2010

By _____
Stephen J. McDaniels
Its: Chief Manager

TOYOTA MOTOR CREDIT CORPORATION

Dated: August, 2010

By Katherine Adkins
Katherine Adkins
Its: V.P. & General Counsel

TOYOTA FINANCIAL SAVINGS BANK

Dated: August, 2010

By _____
Its: _____

Dated: August, 2010

Randall L. Seaver, Trustee

AGREED AND ACCEPTED:

CHRYSLER FINANCIAL SERVICES
AMERICAS LLC

Dated: August , 2010

By _____

Its: _____

MIDWEST MOTORS, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

LKMCD PROPERTIES, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

TOYOTA MOTOR CREDIT CORPORATION

Dated: August , 2010

By _____

Its: _____

TOYOTA FINANCIAL SAVINGS BANK

Dated: August , 2010

By William C. Ralston

Its: President - CEO

Dated: August , 2010

Randall L. Seaver, Trustee

AGREED AND ACCEPTED:

CHRYSLER FINANCIAL SERVICES
AMERICAS LLC

Dated: August , 2010

By _____

Its: _____

MIDWEST MOTORS, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

LKMCD PROPERTIES, LLC

Dated: August , 2010

By _____

Stephen J. McDaniels

Its: Chief Manager

TOYOTA MOTOR CREDIT CORPORATION

Dated: August , 2010

By _____

Its: _____

TOYOTA FINANCIAL SAVINGS BANK

Dated: August , 2010

By _____

Its: _____

Dated: August , 2010



Randall L. Seaver, Trustee

EXHIBIT A

INVER GROVE MOTORS LLC

Dated: August, 2010

By _____
Randall L. Seaver
Trustee

JACOB HOLDINGS OF HIGHWAY 110 LLC

Dated: August, 2010

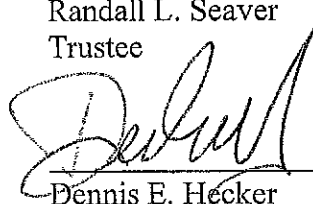
By _____
Randall L. Seaver
Trustee

JACOB HOLDINGS OF AKRON LLC

Dated: August, 2010

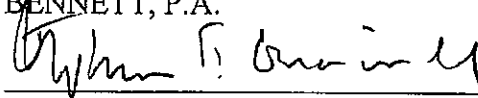
By _____
Randall L. Seaver
Trustee

Dated: August, 2010


Dennis E. Hecker

Dated: August , 2010

GRAY, PLANT, MOOTY, MOOTY &
BENNETT, P.A.



Nicholas N. Nierengarten (#79169)
Stephen F. Grinnell (#37928)
500 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
(612) 632-3040

MAYER BROWN LLP
Howard J. Roin, admitted *Pro Hac Vice*
Stuart M. Rozen, admitted *Pro Hac Vice*
71 South Wacker Drive
Chicago, IL 60606
(312) 701-7302
ATTORNEYS FOR DEFENDANT CHRYSLER
FINANCIAL SERVICES AMERICAS LLC

Dated: August , 2010

PETERS LAW FIRM, P.L.C.

Timothy J. Peters (#269979)
2116 Second Avenue South
Minneapolis, MN 55404
(612) 746-1475

REED SMITH LLP
Gregory L. Taddonio, admitted *Pro Hac Vice*
225 Fifth Avenue
Pittsburgh, PA 15222
(412) 288-7102

ATTORNEYS FOR DEFENDANT TOYOTA
MOTOR CREDIT CORPORATION

Dated: August, 2010

GRAY, PLANT, MOOTY, MOOTY &
BENNETT, P.A.

Nicholas N. Nierengarten (#79169)
Stephen F. Grinnell (#37928)
500 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402
(612) 632-3040

MAYER BROWN LLP
Howard J. Roin, admitted *Pro Hac Vice*
Stuart M. Rozen, admitted *Pro Hac Vice*
71 South Wacker Drive
Chicago, IL 60606
(312) 701-7302

ATTORNEYS FOR DEFENDANT CHRYSLER
FINANCIAL SERVICES AMERICAS LLC

Sept. 1,
Dated: August, 2010

PETERS LAW FIRM, P.L.C.

Timothy J. Peters (#269979)
2116 Second Avenue South
Minneapolis, MN 55404
(612) 746-1475

REED SMITH LLP
Gregory L. Taddonio, admitted *Pro Hac Vice*
225 Fifth Avenue
Pittsburgh, PA 15222
(412) 288-7102

ATTORNEYS FOR DEFENDANT TOYOTA
MOTOR CREDIT CORPORATION

Dated: ~~August~~ ^{Sept. 7}, 2010

APPROVED AS TO FORM AND CONTENT:

MACKALL, CROUNSE & MOORE, PLC



William J. O'Brien (#184822)

Andrew P. Moratzka (#322131)

1400 AT&T Tower

901 Marquette Ave

Minneapolis, MN 55402

(612) 305-1400

ATTORNEYS FOR DEFENDANTS

MIDWEST MOTORS, LLC, and LKMCD

PROPERTIES, LLC

Dated: August, 2010

LEONARD, O'BRIEN, SPENCER, GALE
& SAYRE, LTD.

Matthew R. Burton (#210018)

James M. Jorissen (#262833)

100 S 5th St, Suite 2500

Minneapolis, MN 55402

(612) 332-1030

ATTORNEYS FOR TRUSTEE

RANDALL L. SEAVER

Dated: August, 2010

NEVE LAW, PLLC

John R. Neve (#278300)

8500 Normandale Lake Blvd., Suite 1080

Minneapolis, MN 55437

(952) 929-3232

ATTORNEYS FOR DEFENDANT AND

DEBTOR DENNIS E. HECKER

APPROVED AS TO FORM AND CONTENT:

Dated: August , 2010

MACKALL, CROUNSE & MOORE, PLC

William J. O'Brien (#184822)
Andrew P. Moratzka (#322131)
1400 AT&T Tower
901 Marquette Ave
Minneapolis, MN 55402
(612) 305-1400
ATTORNEYS FOR DEFENDANTS
MIDWEST MOTORS, LLC, and LKMCD
PROPERTIES, LLC

Dated: August , 2010

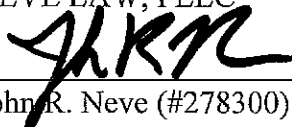
LEONARD, O'BRIEN, SPENCER, GALE
& SAYRE, LTD.

Matthew R. Burton (#210018)
James M. Jorissen (#262833)
100 S 5th St, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

ATTORNEYS FOR TRUSTEE
RANDALL L. SEAVER

Dated: August³⁰, 2010

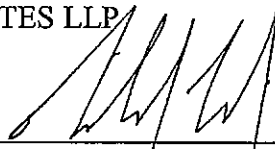
NEVE LAW, PLLC


John R. Neve (#278300)
8500 Normandale Lake Blvd., Suite 1080
Minneapolis, MN 55437
(952) 929-3232

ATTORNEYS FOR DEFENDANT AND
DEBTOR DENNIS E. HECKER

Dated: ^{September 3}~~August~~, 2010

K&L GATES LLP



Michael B. Lubic, admitted *Pro Hac Vice*
10100 Santa Monica Blvd., 7th Floor
Los Angeles, CA 90067
(310) 552-5000

RAVICH MEYER KIRKMAN MCGRATH
NAUMAN & TANSEY, P.A.
Will R. Tansey (#0323056)
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEFENDANT
TOYOTA FINANCIAL SAVINGS BANK

iManage\1283562.2-APM

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

UNSWORN CERTIFICATE OF SERVICE

I hereby certify that on September 10, 2010, I caused the following documents:

***Notice of Hearing and Expedited Motion for Approval of Settlement Agreement
and Order (proposed)***

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

I further certify that I caused a copy of the foregoing documents to be mailed by first-class mail, postage paid to the following:

SEE ATTACHED SERVICE LIST

Dated: September 10, 2010

/e/ Stephanie Wood

Stephanie Wood
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

UNITED STATES RENT A CAR
4744 PARADISE ROAD
LAS VEGAS,, NV 89121

ACE INSURANCE COMPANY
P.O. BOX 294836
CLEVELAND OH 44101

ALDRIDGE, DAN
1600 KENWOOD PKWY.
MINNEAPOLIS MN 55405

ALLEN EIDE
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

AMERICAN BANK
1060 DAKOTA DRIVE
MENDOTA HEIGHTS MN 55120

AMERICAN EXPRESS
P. O. BOX 0001
LOS ANGELES CA 90096

AMERICAN NAT'L BANK OF MN
7638 WOIDA RD
BAXTER MN 56425

ANCHOR BANK
1570 CONCORDIA AVE
SAINT PAUL MN 55104

ANCHOR BANK
P.O. BOX 7933
MADISON WI 53707

AV CARD/OASIS
164 LAKE FRONT DR
COCKEYSVILLE MD 21030

AXIS CAPITAL, INC.
308 N LOCUST ST
PO BOX 2555
GRAND ISLAND NE 68802

AXLE CAPITAL, LLC / SAGECREST
3 PICKWICK PLAZA
GREENWICH CT 06830

AMERICAN BANK
1578 UNIVERSITY AVENUE W
SAINT PAUL, MN 55104

AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

BARBARA LYNN CUTTER
7001 W. CHARLESTON BLVD.,
#1088
LAS VEGAS, NV 89117

BAYPORT MARINA ASSOCIATION
200 5TH STREET
BAYPORT MN 55003

BELISLE, WAYNE
1843 EAGLE RIDGE DR
SAINT PAUL MN 55118

BELLAGIO
3600 LAS VEGAS BLVD
LAS VEGAS NV 89109

BREICH, WALTER
13670 -- 122ND STREET
NORWOOD YOUNG AMERICA MN
55368

BREMER BANK
633 SOUTH CONCORD STREET,
SUITE 350
SOUTH ST. PAUL MN 55075

BRIGGS & MORGAN PA
2200 IDS CENTER
80 SOUTH EIGHTH STREET
MINNEAPOLIS MN 55402

C AND C BOAT WORKS
36448 CTY RD 66
CROSSLAKE MN 56442

CA BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-7072

CA DEPT OF MOTOR VEHICLES
PO BOX 942869
SACRAMENTO CA 94269-0001

CARLTON FINANCIAL
CORPORATION
1907 E. WAYZATA BLVD. SUITE 180
WAYZATA MN 55391

CENTER POINT ENERGY
P.O. BOX 1144
MINNEAPOLIS MN 55440

CESSNA AIRCRAFT COMPANY
P.O. BOX 12270
WICHITA KS 67277

CHRYSLER FINANCIAL
CIMS 740-01-19
6400 S FIDDLERS GREEN CIR.,
STE. 700
ENGLEWOOD CO 80111-4979

CITY OF ASPEN
130 S. GALENA ST.
ASPEN CO 81611

CITY OF BAYPORT
294 N. 3RD STREET
BAYPORT MN 55003

CITY OF MEDINA
2052 CO RD 24
HAMEL MN 55340

COMMUNITY NATIONAL BANK
845 EAST COUNTY ROAD E
VADNAIS HEIGHTS MN 55127

D&H DOCKS
23624 SMILEY ROAD
NISSWA, MN 56468

COOPERATIVE POWER
P.O. BOX 69
TWO HARBORS MN 55616

CORNERSTONE BANK
2280 45TH STREET SOUTH
FARGO, ND 58104

CROSSLAKE PROPERTY
SOLUTIONS
P.O. BOX 810
CROSSLAKE MN 56442

CROW WING COUNTY
TREASURER
JUDICIAL CENTER
213 LAUREL ST
BRainerd MN 56401

DEERWOOD BANK
611 WASHINGTON STREET NE
BRainerd MN 56401-3377

DON GILBERT
1700 PHEASANT RUN
HUDSON WI 54016

DONALD M HALSTEAD III
15626 SUNSET WAY
BRainerd MN 56401

ELIZABETH A JOHNSON
PO BOX 624
PINE RIVER MN 56474

ENCORE BANK
3003 TAMiami TRAIL NORTH, #100
NAPLES FL 34103

EXXONMOBILE OIL
CORPORATION
ATTN JENNIFER FRASER
120 MCDONALD STREET SUITE B
SAINT JOHN NB CANADA E2J 1M5

FAMILY HOLDINGS OF MN LLC
11614 ECHO BAY DRIVE
CROSSLAKE MN 56442

FIFTH THIRD BANK
C/O RICHARD J. SWIFT, JR.
GARLICK STETLER & SKRIVIAN
9115 CORSEA DE FONTANA WAY,
#100
NAPLES FL 34109

GE CAPITAL
1415 WEST 22ND STREET, #600
OAKBROOK IL 60523

GE CAPITAL, FLEET SERVICES
3 CAPITAL DRIVE
EDEN PRAIRIE MN 55344

GELCO CORPORATION
THREE CAPITAL DRIVE
ATTN: GENERAL COUNSEL
EDEN PRAIRIE MN 55344

GEMB LENDING INC
2995 RED HILL AVE STE 250
COSTA MESA CA 92626

GEMB LENDING, INC.
P.O. BOX 57091
IRVINE CA 92619

GMAC MORTGAGE
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

GMAC MORTGAGE
P.O. BOX 4622
WATERLOO IA 50704

GMAC, LLC
15303 94TH AVENUE
ORLAND PARK IL 60462

GWYN M DOENZ
10600 COUNTRY DRIVE
PINE CITY MN 55063

HECKER, SANDRA
13755 - 84TH PL N
MAPLE GROVE MN 55369

HENNEPIN COUNTY TREASURER
300 S SIXTH ST
A600 GOVERNMENT CNT
MINNEAPOLIS MN 55487

HOLY CROSS ENERGY
3799 HWY 82
GLENWOOD SPRINGS CO 81602

HOME FEDERAL SAVINGS BANK
1016 CIVIC CENTER DR NW
STE 300
ROCHESTER MN 55903

HSBC BANK NEVADA NA
BASS & ASSOCIATES, PC
3936 E FT LOWELL RD, STE 200
TUCSON AZ 85712

HYUNDAI MOTOR AMERICA
10550 TALBERT AVE
MOUNTAIN VALLEY CA 92708

INTER BANK
P.O. BOX 986
NEWARK NJ 07184

IRS
DEPARTMENT OF TREASURY
OGDEN UT 84201

JASON S. COLBAUGH
PO BOX 1220
BRainerd MN 56401

JC BROMAC
11860 S. LA CIENEGA BLVD.
LOS ANGELES CA 90250

KAPLAN STRANGIS & KAPLAN PA
5500 WELLS FARGO CENTER
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

KSTP-FM LLC
3415 UNIVERSITY AVE
SAINT PAUL MN 55114

MICHAEL B. LUBIC
SONNENSCHN NATH &
ROSENTHAL LLP
10100 SANTA MONICA BLVD, 7TH FL.
LOS ANGELES, CA 90067

MARC D. KOHL
39101 DARLING LANE
HINCKLEY MN 55037

MARSHALL BANK FIRST
225 SOUTH SIXTH STREET, SUITE
2900
MINNEAPOLIS MN 55402

MIKDEN PROPERTIES
7002 6TH STREET NORTH
OAKDALE MN 55128

INTERBANK EDINA
3400 WEST 66TH STREET, SUITE
100
EDINA MN 55435

JACOB HOLDINGS OF MEDINA,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVAN CARL
13942 GRAND OAKS DR
BAXTER MN 56425

JOHN J. SORCI TRUST
2300 EAST VALLEY COURT
SAN JOSE CA 95148

KELLY K. HECKER
13905 - 53RD AVE N. APT. 1
PLYMOUTH MN 55446

LAKE BANK, N.A., THE
613 FIRST AVENUE
TWO HARBORS MN 55616

M&I BANK
770 N. WATER STREET
MILWAUKEE WI 53202

MARC E TRESSLER
3400 BARBARA LN
BURNSVILLE MN 55337

MCENROE, CATHERINE
LEONARD STREET & DEINARD
150 S FIFTH ST STE 2300
MINNEAPOLIS MN 55402

MINNESOTA DEPT. OF REVENUE
MAIL STATION 7701
SAINT PAUL MN 55146-7701

INTERNAL REVENUE SERVICE
SPECIAL PROCEDURES BRANCH
389 US COURTHOUSE 316 N
ROBERT
ST. PAUL MN 55101

JACOB PROPERTIES OF ASPEN,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVIER ESQUIVEL
2807 W AVE 30
LOS ANGELES CA 90065

JP MORGAN CHASE BANK, N.A.
726 MADISON AVENUE
NEW YORK NY 10021

KLEINBANK
14141 GLENDALE ROAD
SAVAGE MN 55378

LLOYD SECURITY
1097 10TH SE
MINNEAPOLIS MN 55414

MAC OF PINE CITY, LLC
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

MARSH CONSUMER
333 SOUTH SEVENTH, STE 1600
MINNEAPOLIS MN 55402-2427

MICHAEL REYES
PO BOX 205
BACKUS MN 56435

MINNESOTA DEPT. OF REVENUE
PO BOX 64649
SAINT PAUL MN 55164-0649

MN DEPT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES
445 MINNESOTA ST
SAINT PAUL MN 55101-5160

NATHAN THIEMAN
1030 8TH AVE SW
PINE CITY MN 55063

NEIMAN MARCUS
P.O. BOX 5235
CAROL STREAM IL 60197

NEVADA STATE BANK
6505 NORTH BUFFALO DRIVE
LAS VEGAS NV 89131

NIEDERNHOEFER, MANFRED
1563 RIVERCREST RD
LAKELAND MN 55043

NITROGREEN
P.O. BOX 41
MAPLE PLAINE MN 55359

NORTHMARQ CAPITAL
3500 AMERICAN BLVD WEST,
SUITE 500
BLOOMINGTON MN 55431

NORTHRIDGE FARM
ASSOCIATION
P.O. BOX 767
WAYZATA MN 55391

NORTHWOODS BANK
PO BOX 112
PARK RAPIDS MN 56470

OLD REPUBLIC SURETY
1503 - 42ND ST
STE 100
DES MOINES IA 50305

PRALLE, GARY
3625 PINE HOLLOW PL
STILLWATER MN 55082

PREMIER AQUARIUM
6340 IRVING AVE S.
RICHFIELD MN 55423

PREMIER BANKS
1875 W. HIGHWAY 36
ROSEVILLE MN 55113

PRESS A DENT INC
1154 S HIGH ST
DENVER CO 80210

PRINDLE, DECKER & AMARO, LLP
310 GOLDER SHORE - 4TH FLOOR
LONG BEACH CA 90802

PROFESSIONAL SERVICE
BUREAU
11110 INDUSTRIAL CIRCLE NW
STE B
ELK RIVER MN 55330-0331

MICHAEL W. MALTER
BINDER & MALTER LLP
2775 PARK AVENUE
SANTA CLARA, CA 95050

R. OLSON / WATERFORD
PROPERTIES
73 N. BROADWAY
FARGO ND 58102

RANDY'S SANITATION
P.O. BOX 169
DELANO MN 55328

RIVERLAND BANCORPORATION
700 SEVILLE DRIVE
JORDAN MN 55352

RIVERWOOD BANK
LOAN PRODUCTION OFFICE
PO BOX 899
CROSSLAKE MN 56442

ROE, JESSICA LIPSKY, ESQ.
BERNICK LIFSON ET AL
500 WAYZATA BLVD STE 1200
MINNEAPOLIS MN 55416

ROYAL JEWELERS
73 BROADWAY
FARGO, ND 58102

RUTH ANN BIEDERMAN
414 7TH AVE NE
PINE CITY MN 55063

SCHUYLER SCARBOROUGH
19181 SPENCER ROAD UNIT #15
BRAINERD MN 56401

SCOTT A. KEYPORT
1802 AIRWAVES RD NE
PINE CITY MN 55063

SILVER CLIFF ASSOCIATION
1201 CEDAR LAKE RD S.
MINNEAPOLIS MN 55416

SOURCE GAS
P.O. BOX 660474
DALLAS TX 75266

ST. CROIX YACHT CLUB
P.O. BOX 2263
STILLWATER MN 55082

STATE OF MINNESOTA DEPT OF
REVENUE
600 NORTH ROBERT STREET
ST. PAUL MN 55101

STORCHECK CLEANERS
857 7TH STREET
ST. PAUL MN 55106

SUMMERS PROPERTY
MANAGEMENT
111K AABC
ASPEN CO 81611

TCF NATIONAL BANK
801 MARQUETTE AVENUE
MINNEAPOLIS MN 55402

TCHIDA, BRYANT D., ESQ.
LEONARD STREET & DEINARD
150 S 5TH ST STE 2300
MINNEAPOLIS MN 55402

THE MIRAGE CASINO-HOTEL
C/O MARK W. RUSSELL ESQ
3400 LAS VEGAS BLVD S
LAS VEGAS NV 89109

TOYOTA FINANCIAL SAVINGS
BANK
2485 VILLAGE VIEW DRIVE
SUITE 200
HENDERSON NV 89074

TOYOTA FINANCIAL SERVICES
301 CARLSON PKWY, STE. 210
MINNETONKA MN 55305

TOYOTA MOTOR CREDIT CORP
301 CARLSON PKWY STE 210
MINNETONKA MN 55305

U.S. BANK
BC-MN-H22A
800 NICOLLET MALL, 22ND
FLOOR
MINNEAPOLIS MN 55402

US BANK VISA CARD
P.O. BOX 790408
ST. LOUIS MO 63179

VENTURE BANK
5601 GREEN VALLEY DRIVE
SUITE 120
BLOOMINGTON MN 55437

VFS FINANCING, INC.
10 RIVERVIEW DR
ATTN BETH BONELL
DANBURY CT 06810

VICTORIA INSURANCE
1100 LOCUST STREET
DES MOINES IA 50391

VISION BANK
3000 25TH ST. SOUTH
P.O. BOX 10008
FARGO ND 58106

WAGENER, MAURICE J.
13700 WAYZATA BLVD
HOPKINS MN 55305

WASHINGTON COUNTY
TREASURER
GOVERNMENT CENTER
14949 - 62ND ST N
STILLWATER MN 55082

WASHINGTON MUTUAL BANK,
FA
400 E MAIN ST
STOCKTON CA 95290

WASTE PARTNERS
P.O. BOX 677
PINE RIVER MN 56474-0677

WATERFORD ASSOCIATION
P.O. BOX 1353
MINNEAPOLIS MN 55480-1353

WAYNE BELISLE
1843 EAGLE RIDGE
MENDOTA HEIGHTS MN 55118

WELLS FARGO
C/O DAVID GALLE
45 SOUTH SEVENTH ST, STE 3300
MINNEAPOLIS MN 55402

WELLS FARGO BANK N.A.
LOAN ADJUSTMENT GROUP
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

WELLS FEDERAL BANK
53 FIRST ST. SW
WELLS MN 56097

WI DEPT OF TRANSPORTATION
PO BOX 7949
MADISON WI 53707

WILLIAM BRODY
BUCHALTERNEMER
1000 WILSHIRE BLVD, STE 1500
LOS ANGELES CA 90017-2457

WORLD OMNI FINANCIAL CORP.
190 JIM MORAN BOULEVARD
DEERFIELD BEACH FL 33442

ZAPPIA, THOMAS M., ESQ.
ZAPPIA & LEVAHN
941 HILLWIND RD NE STE 301
MINNEAPOLIS MN 55432

CRAIG E REIMER
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

DENNIS E. HECKER
1615 NORTHRIDGE DRIVE
MEDINA, MN 55391

HOWARD J ROIN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

MARIA ROMANO
4744 PARADISE ROAD
LAS VEGAS, NV 89121

SAJIDA MAHDI ALI
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

STUART ROZEN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Bky No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

ORDER

This matter came before the court on the motion of Randall L. Seaver, trustee, seeking an order authorizing approval of an addendum to a settlement agreement previously approved by this Court.

Based upon all the files, records and proceedings herein,

IT IS ORDERED:

1. The trustee's request for expedited relief is granted.
2. The trustee's motion for approval of the settlement agreement is granted.

Dated: _____

U.S. Bankruptcy Judge